

AGREEMENT

Between

**The New England Regional Council of Carpenters
Local Union 108**

of the

**United Brotherhood of Carpenters
and Joiners of America**

and

The Building Trades Employers' Labor Policy Division

of the

**Construction Industry Association
of Western Massachusetts, Inc.**

Effective: June 1, 2012

Expires: May 31, 2016

AGREEMENT

AGREEMENT as entered into this 1st day of June, 2012, by and between Local 108 of the New England Regional Council of Carpenters of Springfield, Massachusetts (who are affiliated with the United Brotherhood of Carpenters and Joiners of America), hereinafter called the UNION, a labor organization which is the Agent of the Carpenter Employees of the Employers covered by this Agreement, and the Building Trades Employers' Labor Policy Division of the Construction Industry Association of Western Massachusetts, Inc., located at Springfield, Massachusetts, hereinafter called the ASSOCIATION, which is the Agent of its Employer Members, who have authorized the Association to negotiate and to execute this Agreement, and those Employers of Carpenters who have become members and so authorize the Association as their representative, each of which is hereinafter called the Employer. Prior to negotiations, a current list of members of the Association who have so authorized will be furnished the Union. The Association shall provide the Union with additions to the list during the term of this Agreement. The Union may reject to any such addition. In consideration of mutual promises contained herein, it is agreed that the provisions contained herein shall apply in the same manner in any agreement that may be signed by and between the Employer and the Union within the classification and the control of this Agreement.

Whereas the parties hereto agree that harmonious relations and intelligent working arrangements are essential to an equitable relationship between Contractor Employers, the public and the Union, and that all concerned must benefit by industrial peace and by the establishment and maintenance of fair contractual terms, conditions and provisions, and by the establishment and use of proper and fair methods of settling grievances.

Therefore, be it resolved:

That this Agreement shall be binding upon the Parties, their successors and assignees.

ARTICLE 1 **Recognition**

This Agreement shall cover "Trade Autonomy" and "Work Description" of the United Brotherhood of Carpenters and Joiners of America as follows:

Trade Autonomy

The Employer recognizes the Union's right to claim the trade autonomy of the United Brotherhood of Carpenters and Joiners of America consisting of milling, fashioning, joining assembling, erecting, fastening, or dismantling of all material of wood, plastic, metal fiber, cork, and composition, and all other substitute materials. The handling, erecting, installing, dismantling of machinery and equipment, and the manufacturing of all materials where the skill, knowledge, and training of the Carpenter or Joiner are required, either through the operation of machine or hand tools, either at the job site or in production of shops and factories.

Our claim of jurisdiction, therefore, extends over the following divisions and subdivisions of the trade:

Carpenters and Joiners, Millwrights, Timbermen and Core Drillers, Shipwrights, Boat Builders, Ship Carpenters, Joiners and Caulkers, Cabinet Makers, Bench Hands, Stair Builders, Millmen, Wood and Resilient Floor Layers and Finishers, Carpet Layers, Shinglers, Siders, Insulators, Acoustic and Dry Wall Applicators,

Shorers and House Movers, Loggers, Lumber and Sawmill Workers, Furniture Workers, Shingle Weavers, Box Makers, Railroad Carpenters and Car Builders and Lathers, Dock Builders, Piledrivers, Bridge, Dock and Wharf Carpenters, Divers, Slurry Divers, Underpinners and Underwater Welders, and all those engaged in the operation of woodworking or other machinery required in the fashioning, milling, or manufacturing of products used in the trade or engaged as helpers to any of the above divisions or sub-divisions, and the unloading, handling, distributing, erecting, and installing material for any of the above divisions or sub-divisions that is in the jurisdiction of the carpenter. Burning, welding, rigging, and the use of any instruments or tools for layout work, incidental to the trade, including the spotting and aligning of all chalk lines and grades (other than control lines) that govern any work to be performed by carpenters.

Wood Frame

This Agreement shall cover the "Trade Autonomy" of the United Brotherhood of Carpenters and Joiners of America as described in the Constitution and Laws of the United Brotherhood of Carpenters & Joiners of America with respect to all aspects of carpenter work involved in the building and construction of new wood-frame dwellings, which have a kitchen and bathroom per unit and the remodeling of existing detached single family homes, duplex homes, or two family homes, which have a kitchen and bathroom per unit, where that work is performed under a separate contract for that single or double unit home (hereinafter "Residential Wood Frame"). For the purposes of this paragraph and Article 8 ("Total Wages, Overtime, and other Payment Provisions") residential wood frame construction is defined to include all work in connection with new construction of all wood frame residential units such as single unit dwellings, duplexes, town houses and walk-up apartments which do not exceed four stories in height including a basement. For the purpose of this paragraph, wood frame construction is defined as a structure or a building with a wood-framed exterior skeleton, wood-framed interior support and roofing frame. This definition shall also cover the receiving, fastening, and putting in place of all modular residential units when used in construction, as described above, regardless of the material utilized to construct modular units, including, but not limited to wood, masonry, metal or plastic.

Words and Phrases Defined

Throughout this claim of jurisdiction and trade autonomy, the following words and phrases as used therein shall be considered to have the following meanings, respectively, unless the context shall clearly indicate a different meaning in the connection used:

The term "**Carpenter**" and the term "**Joiner**" are synonymous, and in either case, shall mean one who prefabs or constructs forms for footings or foundations of houses, buildings, structures of all descriptions whether made of wood, metal, plastic or any other type of material. The setting of all forms, sonotubes, centers and bulkheads, the fabrication and setting of screeds and stakes for concrete and mastic floors where the screed is notched or fitted or made up of more than one member. The making, setting, and stripping of all forms used in concrete work, including jacking of slip forms. Stripping and dismantling of all forms; setting of forms for sidewalks, sidewalk lights curb and gutters. The fabrication, erecting and dismantling of all falsework, including shoring. Where power is used for the setting or dismantling of forms or any other material erected by Carpenters, all handling and signaling shall be done by Carpenters. The operation of winches, jacks, (scissors or man lifts) aerial lifts whether operated manually or mechanically by portable operating devices, incidental to carpentry work, used to handle materials to be installed, erected, (or dismantled) by members of the United Brotherhood of Carpenters and Joiners of America and all tagging and signaling incidental to the trade. The

fabrication and/or setting of all templates including anchor bolts necessary for structural members or machinery and the placing and/or leveling of these bolts is included.

All framing in connection with the setting of metal columns.

The building, erecting and dismantling of all scaffolding and staging for all trades, that is over 14 feet in height from the ground up; the building and constructing of all derricks; the making of mortar boards, boxes and trestles; putting in needle uprights; all shoring of buildings, razing and moving buildings; building and repairing coal pockets, breakers, washers, tipples; and all welding and burning incidental to carpentry.

The handling of lumber, fixtures, trim and other material erected by Carpenters.

The erecting of structural parts of a house, building or structure made of wood or any substitute such as plastics or composition materials, who puts together roofs, partitions, fabricates or erects forms for decking or other structural parts of houses, buildings, or any structure.

Erection of all wood, metal, plastic, and composition partitions; cutting and applying of all furring, installing of run-strips for plumbers or other trade or cutting for pipes through floors, joists or partitions composed entirely or in part of wood or other materials erected by Carpenters; cutting and hanging all lumber or other materials between girders and joists for fireproofing or concrete centers; framing of all false work, derricks and hoists, travelers and all lumber or material used in the building and construction industry; erecting mortar and brick hoists and concrete distributors used in erecting buildings or fireproofing floors, or for pouring concrete buildings.

The installation of all blocking made of wood, metal, plastic or composition materials; making and fastening of wood brackets for metal ceilings and side walls; erecting of all wood furring for cornices, and putting on all grounds for plaster or cement finish; fastening on of all wooden, plastic or composition cleats to iron work or on other material The erecting and installation of Stran Steel or similar material.

The erecting, constructing, installing and completing of all light iron construction, furring; making and erecting of brackets clips and hangers; all carrying bars, perlins and furring, regardless of size; light iron and metal furring of all descriptions such as rods, channels, flat iron, naillock, screwlock, pomery, T-Bar, H-Bar, Z-Bar, metal splines and other ceiling bars or systems for the receipt of metal lath, rock lath, gypsum board, acoustical tile or any other materials and all light iron and metal studs such as Stran Steel, Penn Metal, Soule, Trucson, or other trade names of metal studs, and all other types of light iron or metal studs, no matter what the manufacturer, when such studs are to receive a dry wall finish, such as gypsum board, wall board, wooden paneling, etc., or when such studs are to receive metal lath, rock lath or other material for the application of plaster or other sprayed on wet material; and all other light iron furring erected to receive lath and plastic acoustical materials; wood, wire and metal lath; plaster board or other material which takes the place of same to which plastic or acoustical material is adhered; corner beads, installing wood, metal and plastic corner beads; arches erected for the purpose of holding plaster, cement, concrete or any other plastic or acoustical material.

The tying, nailing, clipping or fastening of all types of lath, regardless of size, such as wood lath, plaster board, button board, flaxlinum board, bishopric celotex gypsum lath, rock lath sheet rock or any and all other types of materials erected to receive or hold plastic or acoustical material. The nailing, tying and fastening of all wire and metallic lath such as wire cloth, wire mesh, expanded metal lath, hyrib lath and all rib and flat expanded metal lath and wire of all descriptions as well as the placing of all hangers and all inserts used for the

purpose of supporting suspended ceilings of any of the above types of light iron and metal furring which receive lath and plastic or acoustical materials; the placing of all types of floor lath, such as hyrib lath, paperback steeltex floor lath, Penn metal rib and all other appurtenances connected therewith. The erection of all metal plastering accessories such as metal corner beads, door and window casing beads, metal picture mold, metal chair rail, metal base and base screed, and any and all other metal plastering accessories which are covered and/or serve as a ground, guard, stop or screed for plastic material.

Fire stopping/smoke sealing of all penetrations, joints, gaps, and opening in fire rated construction, whether with sealants, mechanical devices, dry-mix components, tapes, pillows, and regardless of backing material used. The term fire stopping/smoke sealing shall mean the installation of a single material or combination of materials used to create a fire-stop system or assembly capable of preventing the spread of heat, fire, gases, or smoke through an opening in a wall or floor. The fire stop system or assembly refers to all the necessary components in the approved fire-stop design, which can include, but is not limited to penetrant size, annular space, sealant depth, joint width, etc. The fire rating of the fire stop system should be equivalent to the fire rating of the barrier in which the fire stop is installed.

The erection of any and all mechanical acoustical systems such as Cupples, Economy, Fiberglass, Jackson, Reynolds, Aluminum, Securitee, Interlock Grid, or any other type or kind which takes the place of same to which acoustical material is attached or adhered. The application of acoustic tile whether glued or nailed; acoustical suspended ceilings in its entirety; and all insulation whether nailed, glued or blown.

The hanging, setting and installation of wood, metal or plastic doors, sash, jambs, bucks, casings; putting on of all hardware; putting up interior and exterior trim or finish of wood, mouldings, chair rails, mantels, base or mop boards, wainscoting furniture, china closets, kitchen cabinets, lockers, wardrobes, and installation of bowling alleys.

Fitting, installation and fastening of stops, beads and moulding in doors and windows; the installation of all mouldings made of wood, metal, plastic or composition, setting and hanging of all sash, doors, inside and outside blinds, windows and other frames.

Building and erecting stairs, store, office, bank, and other fixtures. The installation of laboratory equipment including cabinets and work benches, bookcases and cabinets either separately or used in conjunction with heating and/or air-conditioning units, blackboards, bulletin boards, billboards, marker boards, white boards, projection screens, meter boards and boards of all types; shelving, racks whether of wood or other material; making and fitting of screens; putting on weather strips and caulking.

The installation of all framework partitions and trim materials for toilets and bathrooms made of wood, metal, or plastics or composition materials; the installation of all bathroom accessories.

The assembling and setting of all seats in theaters, halls, churches, schools, banks, stadiums, and open-air theaters and other buildings. The installation of backstops, divider curtains, and wall pads.

Any and all carpentry work involved with clean rooms

All floor construction; the laying and finishing of all floors including wood, cork, asphalt linoleum, vinyl, rubber, or any other type of resilient floor covering. The installation of rugs, carpets, draperies and curtains.

Erection or application of all roofing shingles, siding, wallboard, or sheets composed of wood, wood pulp, plastic, plaster, transite or composition materials or any combination of any of the above with any other material including combined or faced with metal regardless of the manner attached. The erection of porcelain enameled panels, and metal siding. The installation of wood, plastic, or metal awnings, door shelters, marquees and jalousies and the erection, dismantling and reinstallation of all wood fences that requires cutting, fitting or fastening.

The manufacturing and erecting of cooling towers and tanks.

The term "**Lather**" shall be synonymous with the term carpenter.

The term "**Floorlayers, Wood, Resilient and Finishers**" shall cover the installations of all accessories related to the laying, scraping and sanding either by hand or machine, all wood, parquet, and special designs of wood, wood block, wood composition, metal, tile, cork, asphalt, mastic, plastic, rubber, vinyl, linoleum, boltawall or similar material, whether nailed or applied with adhesives, fitting, sewing and laying of all carpet material; when applied to floors, stairs, walls, ceilings or fixtures; this includes the preparation of concrete, wood, plastic and other surfaces to receive any of the above-mentioned material.

The term "**Millman, Cabinet Maker, and Bench Hand**" shall mean the making and assembling in shop, mill or factory or store, display, office, theater, hall, church, school and bank fixtures and furniture, mantel pieces, cabinets of all types, dressers, wardrobes, china closets, ornamental work of wood or composition, panel work, partitions, pre-cut and pre-fit trim and doors, show and wall cases, butcher shop fixtures, pallets, sash, doors, trim, moulding, screen and storm sash and doors, flooring, plywood, making of pool and billiard tables, household fixtures and furniture, and other tables and desks, refrigerators, and ice boxes, the unloading, handling, setting, and connecting together of self-service refrigerated and frozen food display cases, walk-in coolers, and freezers regardless of material, interior cabs for elevators, metal bucks, doors and partitions; workers in the production work of cutting, milling, tooling, assembling, handling of or the manufacturing of all wood, metal or plastic materials or products, also including the assembling, putting together of work after same has been machined, hand worked or shaped.

The term "**Stair Builder**" shall cover the cutting, assembling and erecting of rough stair carriages and platforms for same; the laying out, manufacturing, either by hand or machine, all crooks, easements and casements, newel posts, stringers, riser, wainscoting or panel work for stairs; the making of moulding for stairs, the erecting of the stairs complete, including the furring, both of sides and underneath same; working and erecting of all hand rails and balusters.

The term "**Ship Carpenter, or Joiner and Caulker**" shall mean the ship carpenter, joiner, caulker, shipwright and boat builder on all boats including those made of fiberglass and plastic, and the building and repairing of same; making and installation of all furniture, and application of all insulation exclusive of pipe insulation.

The term "**Railroad Carpenter**" shall mean the carpenter work, joining or any of its subdivisions when said journeymen are employed direct by railroad operations in maintaining and repairing property of the railroad along the lines of the railroad property, but will not apply to office and other buildings or corporation situated away from the operating line of the road.

The term "**Lumber and Sawmill Workers**" shall include all those employed in all phases of the lumbering industry, including the logging of timber, operation of sawmills, shingle mills, plywood plants, door factories, sash and door plants, laminating plants; the wholesale and retail outlets of lumber yards; the by-product manufacturing of sawdust, chips, pellets, pres-o-logs, whether working by hand, operating fixed or moving machinery or attending controls of automatic machines, or any workers incidental to the catering, lodging, and maintenance of all camps, mills, plants and manufacturing relating to the lumber industry.

The term "**Car Builder**" shall mean the building and repairing of all railroad cars, street cars, buses, trailers, and mobile homes, the interior finish and repairs on same of all cars used for passenger or freight, whether the finish be of wood, metal or plastic.

The term "**Box Makers**" shall mean the making and repairing of all boxes and shooks, and the sawing, re-sawing and cutting to size of all material for box making and crates.

The term "**Allied Workers**" shall cover all persons engaged in creosoting or chemically treating lumber, operating, assembling or processing wood, metal, plastic or composition material for musical instruments, novelties, matches, tools, toys, or parts of tools, or any article that is composed of wood, metal, plastic or composition material in whole or in part.

Work Description

The Employer recognizes the right of the Union to claim the following assignments for employees covered by this Agreement.

Contractor's Tools

The distribution and collection of electrical cords, power saws, drills and other tools owned by the contractor and used by any trade shall be assigned at the discretion of the contractor. Assignment will be based upon individual job expediency.

Spotting and Aligning

All spotting and aligning of all lines and grades that govern any work to be performed by carpenters.

Erection of Concrete Forms

1. Handling at the job site mill, including restocking of material in the job site mill area.
2. Handling from the stockpile(s), including hooking, unhooking, and signaling to the area of erection as designated by the contractor.
3. Forms hoisted from a designated hoisting area, the hooking up, moving into place, the erection, and unhooking.
4. When a form is stripped and immediately hoisted directly, by a hoisting device, for re-erection in a new position.
5. When in the event a stockpile(s) of wall forms is designated to be at the base of a scaffold thereby necessitating form materials having to be handed up.
6. A minimum of fifty percent of the installation of all metal pan decking or stay in place bridge deck forms.

Stripping of Concrete Forms

1. All footings, all foundation walls, columns, beam bottoms, and beam side, and all dome pan systems.
2. When stripping forms where a hoisting device is necessary, the hookup, breaking free of concrete and swinging clear, laying down and signaling.
3. When gang forms are taken apart or altered and after their final use on the site, the removal of all hardware and lumber.

Temporary Wood Supports

1. Erection and dismantling of temporary wood support structures for concrete, chutes, hoppers, conveyors and plywood or plank runways not requiring cutting, fitting or bracing.
2. Erection and dismantling of temporary decks, ramps, and platforms providing means of ingress or egress to an area within a job site.
3. The erection, construction, and dismantling of protective and temporary shields under bridges and bridge decks.

Lumber

Handling from stockpile(s) and including installation.

Lumber for Rafters, Studs, Joists, Etc.

Handling from the designated stockpile(s) and including installation.

Trusses

1. Unloading by power equipment or by other means of all wood and metal trusses, and laminated beams, micro lams, and glue lams which are to be installed directly from the hauling conveyance.
2. Handling, from the approximate area of installation and including installation.

Roofing and Siding Materials for Carpenter Installation

Handling from the stockpile(s) and including installation.

Drywall

1. The unloading, handling and distribution of drywall materials to stockpile(s) in the approximate area of installation on various floors as designated by the contractor.
2. Handling from stockpile(s) and including installation.

Hollow Metal Doors and Frames

Handling from stockpile(s) and including installation.

Acoustical Ceiling and Flooring Material

1. The unloading, handling and distribution of all acoustical ceiling material and flooring material installed by carpenters to stockpile(s) in the approximate area of installation on various floors so designated by the contractor.
2. Handling from stockpile(s) and including installation.
3. The erection and dismantling of scaffolding for installation of acoustical tile or other ceiling materials.
4. The unloading, handling, distribution, and installation of all insulation.

Wood Doors and Trim

The unloading, handling and installation, the necessary precutting and restocking in the job site mill area.

Finish Hardware

1. The handling and distribution from stockroom area and all work incidental to the final installation of finish hardware.
2. The handling and distribution from stockpile(s) to approximate point of installation and including installation.

Cabinet and Case Work (Wood, Metal, and/or Glass)

1. Removal of crating, cartoning, boxing, or other factory protective materials at the stockpile(s).
- 1a. Handling from stockpile(s) and including installation.
2. The unloading, handling and distribution of factory uncrated, uncartoned, unboxed, vinyl, paper or blanket protected, kitchen wall and base cabinets, bathroom vanities, laboratory casework, store fixtures and any and all other cabinet and casework not specifically itemized herein to stockpile(s) in the approximate area of installation on various floors as designated by the contractor.
- 2a. Handling from stockpile(s) and including installation.

Millwork

1. The unloading, handling and distribution of millwork requiring finish painting after installation to stockpile(s) in the approximate area of installation of various floors as designated by the contractor.

- 1a. Handling from stockpile(s) and including installation.
2. Removal of crating, cartoning, boxing, or other factory protective materials at the stockpile(s).
- 2a. Handling from stockpile(s) and including installation.
3. The unloading, handling and distribution of factory uncrated, uncartoned, unboxed, vinyl paper or blanket protected, prefinished millwork to stockpile(s) in the approximate area of installation on various floors as designated by the contractor.
- 3a. Handling from stockpile(s) and including installation.

All Windows and Window Trim
(Glazed or not Glazed)

1. The unloading, handling and distribution of windows and trim to stockpile(s) in the approximate area of installation on various floors as designated by the contractor.
2. Handling from stockpile(s) and including installation.

Movable or De-mountable Partitions

The unloading, handling and distribution of de-mountable partitions and components to stockpile(s) as designated by the contractor.

Scaffolding

1. Erection and dismantling of special scaffolding requiring cutting or fitting.
2. Scaffolding more than 14 feet in height from the ground up. Planking requiring cutting or fitting. When scaffolding is used for "flying" or "moveable deck form" the erection and releasing and moving to the next point of installation, including signaling and upon final use at the job site, the taking apart.

Canvas and Polyethylene

Hanging of canvas and polyethylene or similar materials for winterization, protection or other purposes. Building, installing and removing of all framing incidental to and necessary for hanging of canvas and polyethylene.

Other Work

All other work traditionally carpenter work.

ARTICLE 4
Jurisdictional Area

The terms of this Agreement shall apply to the work of carpentry within the territory of:

Berkshire, Franklin, Hampden, and Hampshire Counties in Massachusetts and Windham and Bennington Counties in Vermont in their entirety.

ARTICLE 8

Total Wages, Overtime and Other Payment Provisions

Section 1. Wages

A. Wages – The rate of wages per hour for all journeymen carpenters covered by this Agreement working within the territorial jurisdiction of this Agreement as outlined in Article 4, including those journeymen carpenters performing renovation, rehabilitation or alteration on existing wood frame buildings, shall be:
Berkshire, Franklin, Hampden, and Hampshire Counties in Mass., and Windham and Bennington Counties in Vermont

<u>DATE</u>	<u>WAGES</u>	<u>H/B</u>	<u>ANN</u>	<u>PEN</u>	<u>ATF</u>	<u>NECTF</u>	<u>CLMP</u>	<u>FFC</u>	<u>UBC Funds</u>	<u>WMIAF</u>	<u>TOTAL</u>	<u>DUES</u>
06/01/2012	29.69	7.20	5.60	7.76	.15	.07	.40	.02	.10	.10	\$51.09	1.33
10/01/2012	\$0.70 per hour increase to be allocated											
03/04/2013	\$0.75 per hour increase to be allocated											
09/02/2013	\$0.75 per hour increase to be allocated											
03/03/2014	\$0.75 per hour increase to be allocated											
09/01/2014	\$0.75 per hour increase to be allocated											
03/02/2015	\$0.80 per hour increase to be allocated											
08/31/2015	\$0.80 per hour increase to be allocated											
02/29/2016	\$0.75 per hour increase to be allocated											

Residential Wood Frame Rate

All carpentry work in "residential wood frame" construction as defined in Article 1 of this contract shall be done in accordance with the terms and conditions of the Carpenters Local No. 723 Agreement as amended to cover "Residential Wood Frame" construction in the jurisdiction of Local 108.

<u>RATE</u>	<u>WAGES</u>	<u>H/B</u>	<u>ANN</u>	<u>PEN</u>	<u>ATF</u>	<u>NECTF</u>	<u>CLMP</u>	<u>UBC Funds</u>	<u>WMIAF</u>	<u>TOTAL</u>	<u>DUES</u>
06/01/2012	20.76	7.20	2.55	2.80	.15	.07	.35	.10	.10	\$34.08	.90
10/01/2012	At the discretion of the union, up to a \$0.70 increase shall be made by the contractors for any increases in benefits and or wages.										
03/04/2013	At the discretion of the union, up to a \$0.75 increase shall be made by the contractors for any increases in benefits and or wages.										
09/02/2013	At the discretion of the union, up to a \$0.75 increase shall be made by the contractors for any increases in benefits and or wages.										
03/03/2014	At the discretion of the union, up to a \$0.75 increase shall be made by the contractors for any increases in benefits and or wages.										
09/01/2014	At the discretion of the union, up to a \$0.75 increase shall be made by the contractors for any increases in benefits and or wages.										
03/02/2015	At the discretion of the union, up to a \$0.80 increase shall be made by the contractors for any increases in benefits and or wages.										
08/31/2015	At the discretion of the union, up to a \$0.80 increase shall be made by the contractors for any increases in benefits and or wages.										
02/29/2016	At the discretion of the union, up to a \$0.75 increase shall be made by the contractors for any increases in benefits and or wages.										

ARTICLE 11
Apprentices

Section 1. Employer contributions shall be used exclusively for the training and education of apprentices and journeymen skills upgrading and for the administrative costs of the Joint Apprenticeship Committee.

Section 2. Each Employer shall employ a ratio of at least one (1) apprentice to five (5) journeymen carpenters on the job or within its employ when indentured apprentices are available and assigned to the Employer by the Local Union.

Section 3. Both parties agree to comply with the Standards of Apprenticeship as established by the Joint Apprenticeship Committee for the training of apprentice carpenters as applicable under this Agreement.

Section 4. The minimum rate of wages, working dues deduction for all apprentices shall be as follows:

For Apprentices indentured before June 9, 2009, the basic hourly rate for Carpenter Apprentices shall be the percentages listed in the following schedule to be applied to the Journeyman Carpenter basic wage rate:

		Minimum
First	six month period at 50%	600 Hours
Second	six month period at 55%	1200 Hours
Third	six month period at 60%	1800 Hours
Fourth	six month period at 70%	2400 Hours
Fifth	six month period at 80%	3000 Hours
Sixth	six month period at 85%	3600 Hours
Seventh	six month period at 90%	4200 Hours
Eight	six month period at 95%	4800 Hours

For Apprentice indentured after June 8, 2009, the basic hourly rate for Carpenter Apprentices shall be the percentages listed in the following schedule to be applied to the Journeyman Carpenter basic wage rate:

		Minimum
First	six month period at 50 %	600 Hours
Second	six month period at 60%	1200 Hours
Third	six month period at 70%	1800 Hours
Fourth	six month period at 75%	2400 Hours
Fifth	six month period at 80%	3000 Hours
Sixth	six month period at 80%	3600 Hours
Seventh	six month period at 90%	4200 Hours
Eight	six month period at 90%	4800 Hours

The Pension contribution shall not be made by the Employer for the first year apprentices, and the Annuity contribution shall be 75 cents. However, for apprentices indentured after June 8, 2009, Annuity contribution shall be paid at these Percentages.

First Year	20% of Contractual Rate
Second Year	40% of Contractual Rate
Third Year	60% of Contractual Rate
Fourth Year	80% of Contractual Rate

These payments must be made to the NECCCA by electronic stamps. If the electronic stamps are not used, the Employer shall pay the 100% Annuity Fund contribution set forth in this Agreement.

Section 5. The Apprenticeship Fund shall annually submit to the Associations and Union a list of indentured apprentices with the proposed completion date for each apprentice.

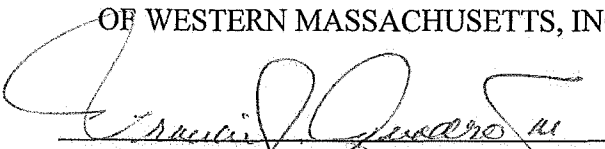
Section 6. Specialty trade employees who have become technologically unemployed shall be permitted to enter the Apprenticeship and Training Program for retraining. Said employee shall be granted advanced standing in the Apprenticeship Program on the basis of their demonstrated ability and knowledge and shall be paid the rate of the apprenticeship period to which they are assigned.

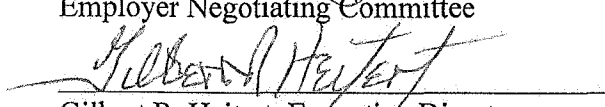
Section 7. Laid-off Apprentices Eligible for Unemployment Insurance. Contractors who Employ apprentices during times when the apprentices must attend school for mandatory apprentice-training sessions shall lay off the apprentices for the period of the training sessions, and they shall report the layoffs as having been taken under the terms of a collective bargaining agreement to attend apprentice training school.

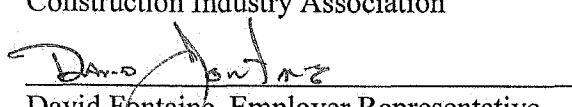
ARTICLE 31
Expiration Provision

This agreement will expire on May 31, 2016 , except that if neither party to this Agreement gives notice in writing to the other party on or before March 1, 2016 that it desires a change after May 31, 2016, then this Agreement will continue in effect until May 31, 2017 and so on each year thereafter unless on or before April 1st of each year thereafter a notice is given by either party.

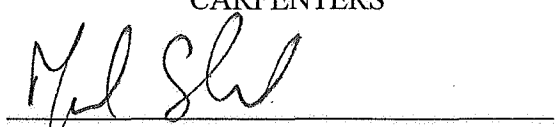
**CONSTRUCTION INDUSTRY ASSOCIATION
OF WESTERN MASSACHUSETTS, INC.**


Frank J. Aquadro, Chairman
Employer Negotiating Committee

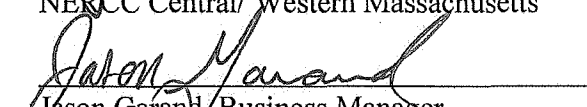

Gilbert R. Heitert, Executive Director
Construction Industry Association



David Fontaine, Employer Representative
Fontaine Brothers Inc.

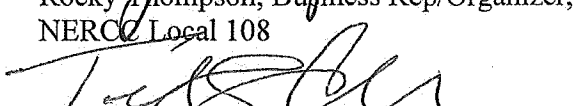
**NEW ENGLAND REGIONAL COUNCIL OF
CARPENTERS**


Mark Erlich, Executive Secretary-Treasurer
New England Regional Council of Carpenters


Jack Donahue, Regional Manager
NERCC Central/ Western Massachusetts


Jason Garand, Business Manager,
NERCC Local 108


Rocky Thompson, Business Rep/Organizer,
NERCC Local 108


Tim Crow, Business Representative/Organizer,
NERCC Local 108

Effective: June 1, 2012

Expires: date May 31, 2016